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ASSIGNMENT

IN CONSIDERATION OF TEN DOLLARS (\$10.00) cash in hand paid to me by ACTISYSTEMS, INC., the receipt and sufficiency of which are hereby acknowledged, I, TOMMY F. BROOKEY ("ASSIGNOR"), having made an invention in APHRON-CONTAINING WELL DRILLING AND SERVICING FLUIDS, while in the employ either as an employee or consultant of ACTISYSTEMS, INC., a corporation organized and existing under the laws of the State of Oklahoma, doing business at 1409 Pine Oak Place, Edmond, Oklahoma 73034 (sometimes hereinafter called "ASSIGNEE"), do hereby ASSIGN, SELL and CONVEY to said ACTISYSTEMS, INC. its successors and assigns, the entire right, title and interest throughout the world in and to:

1. Said invention in APHRON-CONTAINING WELL DRILLING AND SERVICING FLUIDS;
2. United States of America patent application on said invention, Serial No. 09/320,375, filed MAY 7, 1999, Attorney's File No. 1894-00702, entitled APHRON-CONTAINING WELL DRILLING AND SERVICING FLUIDS;
3. All applications for patent or like protection on said invention that have now been or may in the future be made by me or my legal representatives, including any continuation, continuation-in-part and any other utility applications that may be based on this invention, whether in the United States of America or any other place anywhere in the world;
4. All patents and like protection that have now been or may in the future be granted on said invention to me or my legal representatives, whether in the United States of America or in any other country or place anywhere in the world;

5. All substitutions for and divisions, continuations, continuations-in-part, renewals, reissues, extensions, and the like of said applications and patents and like grants, including without limitation, those obtained or permissible under past, present and future laws and statutes;
6. All rights of action on account of past, present and future unauthorized use of said invention and for infringement of said patents and like protection;
7. The right in ASSIGNEE to file in its name applications for patents and like protection for said invention in any country or countries foreign to the United States; and
8. All international rights of priority associated with said invention, applications, patents and like protection;

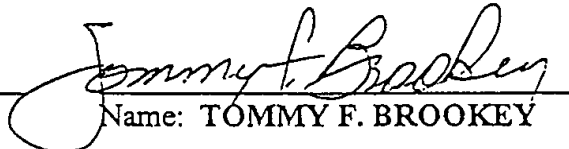
and I covenant that I, and my heirs, legal representatives, assigns, administrators, and executors, will, at the expense of ASSIGNEE, its successors and assigns, execute all papers and perform such other acts as may be reasonably necessary to give ASSIGNEE, its successors and assigns, the full benefit of this Assignment.

I further agree that the effective date on which this assignment agreement became legally enforceable is May 7, 1999, the date on which U.S. application serial no. 09/320,375 was filed.

EXECUTED at the place and on the date indicated below, opposite my signature.

ASSIGNOR

Date: 11/6/01


Name: TOMMY F. BROOKEY

Executed at: Edmond, Oklahoma

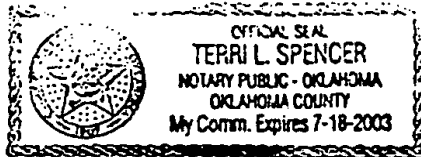
THE STATE OF Oklahoma §

COUNTY OF Oklahoma §

BEFORE ME, the undersigned authority, on this day personally appeared **TOMMY F. BROOKEY**, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 6TH day of NOVEMBER, 2001.

[SEAL]



My Commission Expires:

7-18-2003

Terril L. Spencer
Notary Public in and for
the State of Oklahoma

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INTELLECTUAL PROPERTY ASSIGNMENT

For good and valuable consideration, including the satisfaction of their relevant obligations pursuant to the "Business Venture Agreement" between ACTISYSTEMS, INC., a corporation organized and existing under the laws of Texas, having a place of business at 1409 Pine Oak Place, Edmond, Oklahoma 73034 ("Assignor") and M-I L.L.C., Assignor agrees as follows:

A. PATENTS

Assignor hereby ASSIGNS, SELLS and CONVEYS to MASI TECHNOLOGIES, L.L.C. ("Assignee"), a limited liability company organized under the laws of Delaware, the entire right, title and interest throughout the world in and to:

1. Said inventions disclosed and claimed in the following patents and patent applications:

Patent No./Patent Appl. Serial No.	Filing Date
U.S. Pat. No. 5,881,826	02/13/97
PCT/US98/02566	02/10/98
U.S. Appl. SN 09/320,375	05/07/99
EPO Appl. SN 98906296.3	10/20/99
Norway Appl. SN 19993925	08/13/99
Mexico Appl. SN 00997467	08/12/99
Venezuela Appl. SN 274/98	02/12/98
Canada Appl. SN 2,280,713	08/11/99
U.S. Pat. No. 6,123,159	07/24/98
PCT/US99/15725	07/12/99
Venezuela Appl. SN 1428-99	07/19/99
Argentina Appl. SN P 99 01 03580	07/21/99
U.S. Appl. SN 09/591,008	06/09/00
U.S. Pat. No. 6,148,917	02/09/99
PCT/US99/31038	12/27/99
Venezuela Appl. SN 2000-000260	02/07/00
Argentina Appl. SN P 00 01 00517	02/07/00
U.S. Pat. Appl. SN 09/246,935	02/09/99
PCT/US99/31050	02/07/00
Venezuela Appl. SN 2000-000258	02/07/00
Argentina Appl. SN P 00 01 00518	02/07/00
U.S. Pat. Appl. SN 09/246,932	02/09/99
PCT/US99/31049	12/27/99
Venezuela Appl. SN 2000-000259	02/07/00
Argentina Appl. SN P 00 01 00519	02/07/00
U.S. Appl. SN 09/542,817	04/04/00
U.S. Pat. No. 5,916,849	07/24/98
Argentina Appl. SN P 99 01 03579	07/21/99

Patent No./Patent Appl. Serial No.	Filing Date
Venezuela Appl. SN 1432-99	07/19/99
PCT/US99/10047	05/07/99
U.S. Patent No. 5,977,030	01/11/99
U.S. Pat. No. 6,127,319	10/29/99

2. All applications for patent or like protection on said inventions in paragraph 1 above, that have now been or may in the future be made by Assignor or its representatives, whether in the United States or in any other country or place anywhere in the world;
3. All patents and like protection that have now been or may in the future be granted on said inventions to Assignor or its legal representatives, whether in the United States or in any other country or place anywhere in the world;
4. All substitutions for and divisions, continuations, continuations-in-part, renewals, reissues, extensions, reexaminations, foreign counterparts and the like of said applications and patents and like grants, including without limitation, those obtained or permissible under past, present and future laws and statutes;
5. All rights of action on account of past, present, and future unauthorized use of said inventions or infringement of said patents, unpaid royalties and like protection;
6. The right of Assignee to file in its name applications for patents and like protection for said inventions in any country or countries foreign to the United States; and
7. All international rights of priority associated with said inventions, applications, patents, and like protection.

B. TRADEMARKS

Assignor hereby ASSIGNS, SELLS and CONVEYS to MASI TECHNOLOGIES, L.L.C. ("Assignee"), a limited liability company organized under the laws of Delaware, the entire right, title and interest throughout the world in and to:

1. The following trademarks:

AphronICSM
PolyphronICSM
ActiGuardSM
ActiVator ISM
ActiVator IISM
BlueStreakSM
Go DevilSM
Go Devil IISM

PassiVatorSM
Tri-VisSM
Tri-Vis cP+SM
Micro-MulSM
DynaTrolSM
Micro-DyneSM

2. The goodwill symbolized by the Trademarks;
3. The right of Assignee to file in its name, registrations for said Trademarks in the United States or any country foreign to the United States; and
4. All international rights of priority associated with said Trademarks.

and Assignor covenants that it and its heirs, legal representatives, assigns, administrators, and executors, will, at the expense of ASSIGNEE, execute all papers and perform such other acts as may be reasonably necessary to give ASSIGNEE the full benefit of this Assignment.

EXECUTED at the place and on the date indicated below:

ASSIGNOR

ACTISYSTEMS, INC.

By: Tommy F. Brookey
Tommy F. Brookey, President

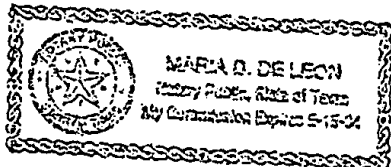
Date: November 17, 2000

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared Tommy F. Brookey, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 17th day of November 2000.

[SEAL]



Maria D. De Leon
Notary Public